

REMARKS

Applicant respectfully traverses and requests reconsideration.

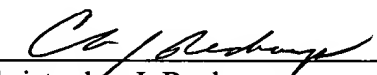
Applicant again wishes to thank the Examiner that claims 15-24, 36-43 and 49 have been allowed and that claims 3, 9, 12, 33 and 46 would be allowable if rewritten in independent form, including all the limitations of the base claim and any intervening claims.

The remaining claims have been rejected under 35 U.S.C. §102(b) as being anticipated by Halter. In the "Response to Arguments" section of the final Office Action, it appears that Applicant's main point may have been overlooked. For example, the Office Action states "Applicant's argument that the file recovery program is not analogous to the security key manifest of the claimed invention because it does not contain a non-prescribed number of security keys is not persuasive because the file recovery program utilizes keys that are made available to it by the customer system." Applicant will address this aspect below. However, Applicant also argued and presented as the first argument that ". . .the file recovery program of Halter is not a configurable security key manifest and does not contain a non-prescribed number of security keys. This is because the final recovery program appears to simply be a software program that encrypts and recovers files. It does not contain security keys . . .". It does not appear that the Office Action addresses this point. Applicant's claimed manifest is a security key manifest and is a configurable security key manifest. For example, as claimed the security key manifest may be a set of security credentials. The configurable key manifest allows for a dynamic security key creation. This is not taught or suggested by the cited reference. The file recovery program of Halter is not a "manifest" nor a "security key manifest" since it is not a list of security keys for example. In addition, the program is not configurable as alleged in the Office Action. For example, the size of a security key list is not varied in the file recovery program of Halter. To the contrary, Halter, as understood, merely obtains security keys and

performs encryption using the keys. The fact that a key may be available to a file recovery program is not a security key manifest as claimed. For example, as set forth in Applicant's specification, Applicant notes on p. 5 that an example of a security key manifest may be a list of key pair records and is an indication from a key manifest generator's point of view, as to what collection of key pairs or keys a subscriber should have. It does not appear that a list of key pair records, or key manifest, is used by Halter. In particular, it does not appear that a configurable key manifest is used by Halter. Accordingly, the claims are believed to be in condition for allowance. The dependent claims add additional a novel and unobvious subject matter and Applicant respectively reassert the relevant remarks made in previous responses with respect to the depending claims.

Accordingly, Applicant respectfully submits that the claims are in condition for allowance and that a timely Notice of Allowance be issued in this case. The Examiner is invited to contact the below-listed attorney if the Examiner believes that a telephone conference will advance the prosecution of this application.

Respectfully submitted,

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